

EXHIBIT A

Robert Indiana
No. 25 Star of Hope Lodge
Vinalhaven, Maine 04863

Morgan Consolidated Ltd.
7 Avenue Pictet de Rochemont
1207 Geneva, Switzerland

Gentlemen:

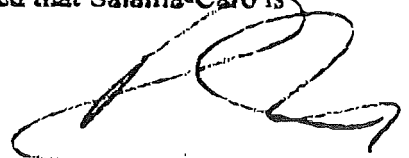
In consideration of the mutual undertakings hereinafter set forth and other good and valuable consideration, the receipt whereof is hereby acknowledged, I hereby transfer and assign unto Morgan Consolidated Ltd. ("Morgan"), now known as Morgan Art Foundation Limited, all of my trademarks, copyrights and other rights that I now have or may hereafter acquire, including the right to sue for past infringement, in and to the *LOVE*, *AHAVA* (in Hebrew letters), *AMOR*, *Numbers* and *YALE* Images and in and to any and all paintings, sculptures, constructions and other art work, (hereinafter collectively called the "Images"), copies of which Images appear in the 1998 Catalogue of my art work prepared for my 1958-1998 Retrospective Exhibition at Museum of Modern and Contemporary Art in Nice, France and/or in the Catalogue Raisonne, 1951-1991, of my prints published by the Susan Sheehan Gallery, New York, except for the image of the *LOVE* postage stamp as illustrated on page 50.

The foregoing transfer and assignment to Morgan includes the exclusive right throughout the world in perpetuity to reproduce, promote and sell the Images in such forms and sizes, singularly or in any combination, in such manner, at such time, for such price and subject to such terms and conditions as Morgan in its sole discretion shall determine. Morgan shall have the right to select, appoint and employ attorneys, agents, representatives, successors and assigns to further the purposes of this Agreement.

In consideration of the foregoing transfer and assignment to Morgan, Morgan hereby covenants and agrees to pay me, [REDACTED]

[REDACTED]. In addition to the foregoing, Morgan shall furnish an accounting to me, on a quarterannual basis, which accounting shall itemize the income received, the expenses incurred and the payments made to me in connection with the sale or sales of the Images.

[REDACTED] It is understood and agreed that Salama-Caro is



Page 2 Agreement Robert Indiana/Morgan Consolidated Ltd.

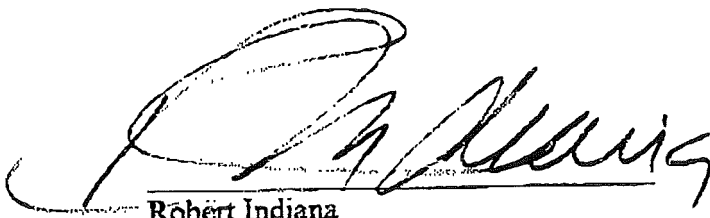
acting on behalf of and as representative for Morgan. If Salama-Caro can no longer act as such representative or shall resign, his designated successor shall be appointed by Morgan and such successor shall act in his place and stead, and I shall be duly advised of such appointment.

I hereby warrant and represent that each of the Images is my sole, exclusive and original work and that I have full power to make this Agreement. I hereby further warrant and represent that none of the rights hereby transferred and assigned to Morgan have heretofore been transferred and assigned to any third party. If a dispute shall arise by and between Morgan and any third party concerning the foregoing warranties and representations or concerning the rights hereby transferred and assigned to Morgan, or if an infringement or a violation of the foregoing shall occur, then in that event, Morgan shall have the right, power and authority to prosecute a law suit to resolve such dispute and/or terminate such infringement, and to collect and retain damages therefore. I hereby agree to render any and all assistance that shall be necessary to protect and defend the rights transferred and assigned to Morgan hereunder.

This Agreement shall be binding upon and shall inure to the benefit of the undersigned, and their respective successors, assigns, heirs, next of kin and representatives. This Agreement shall be effective as at June 28, 1998.

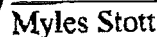
This Agreement is subject to and shall be construed in accordance with the laws of the State of New York. Any claim, dispute or controversy related to or arising under or involving the terms and provisions of this Agreement shall be resolved by arbitration in the City of New York subject to the rules and regulations then in effect of the American Arbitration Association.

DATED: 9 APRIL 1999



Robert Indiana

MORGAN CONSOLIDATED LTD., now known as
MORGAN ART FOUNDATION LIMITED



Myles Stott